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7 **COUNSEL FOR DEFENDANTS**

8 **RUIFENG BIZTECH INC.; GANGYOU WANG;**
9 **ALAN LI; AND, RF BIOTECH LLC.**

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 **QUINTARA BIOSCIENCES, INC.,**
14 **a California corporation,**

15 **Plaintiffs,**

16 **v.**

17 **RUIFENG BIZTECH INC., a**
18 **California corporation, GANGYOU**
19 **WANG, an individual, ALEX**
20 **WONG, an individual, ALAN LI,**
21 **an individual, RUI SHAO, an**
22 **individual, and RF BIOTECH LLC,**
23 **a California limited liability**
24 **company,**

25 **Defendants.**

26 **Case No.: 3:20-cv-04808-WHA**

27 *[Assigned to presiding Judge Honorable*
28 *William Haskell Alsup]*

DECLARATION OF RESHMA
KAMATH IN SUPPORT OF THE
PREVAILING PARTIES' NOTICE OF
MOTION AND MOTION/REQUEST
FOR REASONABLE ATTORNEYS'
FEEES PURSUANT TO DEFEND
TRADE SECRETS ACT [DTSA]
PURSUANT TO 18 U.S.C. § 1836 ET
SEQ.; REQUESTS FOR COSTS
INCURRED UNDER FED. RUL. CIV.
PROC. RULE 54 ET SEQ. DURING THE
COURSE OF DEFEND TRADE
SECRETS ACT LITIGATION

HEARING:

DATE: SEPTEMBER 14, 2023

TIME: 08:00 A.M. PDT

DEP'T: COURTROOM 12, 19TH
FLOOR

TO THE HONORABLE COURT, ALL PARTIES, AND ATTORNEYS OF
RECORD, HEREIN:

Case No. 3:20-cv-04808-WHA

DECLARATION OF RESHMA KAMATH

1 **DECLARATION OF RESHMA KAMATH IN SUPPORT OF THE MOTION**
2 **FOR REASONABLE ATTORNEYS' FEES CASE NO. 3:20-CV-04808-WHA**

3 *I, RESHMA KAMATH, declare as stated below:*

4 1. I'm the Counsel for the Defendants **RUIFENG BIZTECH INC.;**
5 **GANGYOU WANG; ALAN LI; and, RF BIOTECH LLC,**
6 (*hereinafter*, "Defendants").

8 2. I was the lead trial counsel for the above-stated litigants.

9 3. I'm licensed to practice law only in the State of California, and in good
10 standing.

12 4. The following facts are within my personal knowledge and, if called as a
13 witness herein, I can and will competently testify hereto.

15 5. Pursuant to 18 U.S.C. section 1836 *et seq.*, Defendants **RUIFENG**
16 **BIZTECH INC.; GANGYOU WANG; ALAN LI; and, RF BIOTECH**
17 **LLC**, via undersigned counsel, **RESHMA KAMATH** request reasonable
18 attorneys' fees and costs in the amount of approximately, **four, and a half**
19 **million dollars (\$4.50 million)**

21 6. This is the DECLARATION OF RESHMA KAMATH IN SUPPORT OF
22 THE PREVAILING PARTIES' NOTICE MOTION AND
23 MOTION/REQUEST FOR REASONABLE ATTORNEYS' FEES
24 PURSUANT TO DEFEND TRADE SECRETS ACT [DTSA]
25 PURSUANT TO 18 U.S.C. § 1836 *ET SEQ.*; REQUESTS FOR COSTS
26 INCURRED UNDER FED. *RUL. CIV. PROC. RULE 54 ET SEQ.*

DURING THE COURSE OF DEFEND TRADE SECRETS ACT
LITIGATION.

7. This requested attorneys' fees and costs is reasonable for the three-year litigation for the prevailing parties to defend and litigate until trial with a unanimous jury verdict the improperly-brought trade secrets claim. Quintara, the plaintiff, lost at trial, with its attorneys, James Li, Tamara Rider, Daniel Peterson, and Richard Lambert, who were *unable* to show via a preponderance of evidence the issue of ownership of the alleged trade secret.

8. Defendants via their undersigned counsel, Reshma Kamath, *successfully defended* the bad-faith, and objectively specious DTSA claims brought by the losing party, Quintara and its attorneys, James Li, Tamara Rider, Daniel Peterson, and Richard Lambert.

9. Defendants via their undersigned counsel, Reshma Kamath, *affirmatively defended*, and demonstrated joint-ownership and collaboration with overwhelming evidence of Ruifeng Biztech, Inc.'s payments, W-2s, and executed agreements between parties from the year 2013 to the year 2019.

[See TRANSCRIPT OF TRIAL PROCEEDINGS BEFORE THE HONORABLE WILLIAM H. ALSUP UNITED STATES DISTRICT JUDGE AND A JURY ("*hereinafter*, "*Transcript*") Volume 3, pgs. 447-448, line 6; pgs. 449, lines 15-25; See Volume 3, pgs. 453, line 3-15.]

1 **10.** In this case, the LAW OFFICE OF RESHMA KAMATH spent 4,610
2 hours (amounting to approximately **192.083 days, from November 2021**
3 **to present date**) at \$450 per hour on this matter from when the law firm
4 was substituted in including the hours spent on pre-trial and trial
5 preparation, trial binder preparation, witness(es) preparation, and the
6 actual trial. This amount summed up to **\$2,074,500.**
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8
9 **11.**A true and correct copy of the Defendants', i.e., prevailing parties'
10 reasonable attorneys' fees litigating this matter while under the Law Office
11 of Reshma Kamath from November 09, 2021, was over **\$2,074,500,**
12 (\$25,000 paid), attached as "**EXHIBIT A,**" and incorporated via
13 reference, herein.
14

15 **12.**No other attorney and/or any person has advised me in any aspect of this
16 above-captioned matter. Thus, each line item in the invoice was my work
17 solely. I have further detailed invoicing and logs for clients.
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19 **13.**Because this litigation spanned several years; garnered negative publicity
20 to Defendants' natural persons and corporate persons; tarnished
21 reputations; employed the use of several experts during the course of
22 litigation,; Quintara's lack of telephonic meet-and-confer with
23 undersigned counsel until the pre-trial preparation; Quintara attempting to
24 **delay** the matter even at trial claiming mid-testimony and mid-trial expert
25 production issues *inter alia*, Defendants, i.e., prevailing parties, have
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1 incurred reasonable attorneys' fees with the previous law firm Buchalter
2 charging them over \$2.50 million (over \$780,000 paid), and costs of
3 experts, Haystack and Sebold (\$276,000) adding up to four and a half
4 million (\$4.50 million) until November 09, 2021.
5

6 **14.** The losing party, Quintara, with \$17.70 million in revenue to date,
7 recklessly and negligently for three (3) years not only in **bad-faith** misled
8 the Court, but also the parties, into deceptively believing that some alleged
9 trade secret existed for which a protective order was required – when none
10 did.
11

12 **15.** A true and correct copy of Quintara's revenue of \$17.7 million is attached
13 as "**EXHIBIT B**," and incorporated via reference, herein. [See also how
14 Quintara attorney Ms. Tamara Rider is **concocting "trade secrets"** with
15 Quintara expert, *Berryhill Cross by Ms. Kamath, Transcript Volume 3*, pg.
16 464, lines 3-25; *See*, how on pgs. 465-467 1-25 each, where Jon Berryhill
17 confirms he had received three productions to investigate; however, Mr.
18 James Li then **misleads** the Court that he did not receive the entire
19 production only for purposes of "**delay**"; *see Berryhill Cross by Ms.*
20 *Kamath*, pg. 475, lines 13-25; pgs. 477, lines, 1-13.]
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22 **16.** Not only the deception and trickery of Quintara, but also that of each of its
23 attorneys, was brought in **bad-faith** without investigating the material in
24 its possession, custody, care, and control. This demonstrates that the
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1 litigation was brought only in bad-faith for improper purposes to **delay**
2 [See *Transcript* Volume 3, pg. 425, lines 3-5 where court called Quintara
3 attorneys' conduct a "delay point;" pg. 435, line 1 where court stated
4 "serious problems with this case far outweighed...[intentionally
5 omitted]"], and to **harass** Defendants. *Transcript Volume 2*, pg. 257, lines
6 4-7; *Volume 2*, pg. 233, line 8-25; *Volume 2*, pg. 257, lines 13-24; *Volume*
7 2, pg. 259, lines 2-25; *Volume 2*, pg. 267, lines 2-16; *Volume 2*, pg. 285,
8 lines 7-13.

11 **17.** The Court even admonished the attorney for Quintara, James Li, outside
12 the presence of the jury, that James Li must win an "Academy Award."
13 *Volume 2*, pg. 394, lines 14-17. To this, Mr. Li responded, "Yes" in line
14 18. Even the "immigration sham" argument that James Li and his associate
15 attorneys concocted turned out to be brought in objective and subjective
16 bad-faith. A true and correct copy of the *Transcript Volume 2*, pg. 324,
17 lines 1-13; *Volume 2*, pg. 286, lines 1-25, is attached as "**EXHIBIT C**,"
18 and incorporated via reference, herein.

22 **18.** For such purposes, the Honorable Court, in its discretion, must award
23 reasonable attorneys' fees in the amount of approximately, four, and a half
24 million dollars (**\$4.50 million**) finding Quintara's **bad-faith and**
25 **improper purpose** in bringing the DTSA claim against the prevailing
26 parties.
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1 **19.**In this complex litigation, prevailing parties, i.e., Defendants incurred
2 reasonable attorneys' fees at \$450 per hour from November 09, 2021, for
3 the undersigned counsel to engage with voluminous information
4 improperly marked by the prior attorneys of Defendants; unilaterally
5 creating trial exhibits and trial witness lists; arranging subpoenas; creating
6 a plethora of trial demonstratives and trial binders; engaging with the trial
7 binder company; reviewing prior deposition transcripts of witnesses;
8 preparing short-statements, trial briefs, final pre-trial draft; reviewing
9 analytically DTSA code, case-law and prior judgments from the 9th Circuit
10 Court; creating on-going case strategy, preparing witnesses; and, drafting
11 opening and closing statements, *inter alia*. See **Exhibit A**.

12 **20.**Under *Fed. Rul. Civ. Proc. Rule 54* et seq., Defendants incurred costs that
13 included retaining the federal court reporter; retaining the certified
14 Mandarin-Chinese-language translator and interpreter. See **Exhibit A**, and
15 **Exhibit S**.

16 **21.**Thus, the reasonable attorneys' fees that Defendants have incurred because
17 of Quintara's (and the attorneys') **bad-faith objectively and subjectively**
18 **via circumstantial evidence** demonstrate a numerical value of
19 approximately, **four, and a half million dollars (\$4.50 million)**.

20 **22.** For the fee-shifting provision, Defendants Ruifeng *et al.*, can prove by
21 **circumstantial evidence** that Quintara brought the federal trade secrets

misappropriation claim against Defendants in “**bad-faith**” under Defend
Trade Secrets Act (DTSA), 18 U.S.C. § 1836(b)(3)(D).

23. For the fee-shifting provision, Defendants Ruifeng *et al.* are **not** claiming
‘animosity’ and ‘lack of evidentiary support’ to be some kind of alleged
bad-faith.

24. For the fee-shifting provision, Defendants Ruifeng *et al.* are claiming a
colorable basis, and improper means for harassment and delay. This is
particularly and specifically to bolster Quintara’s state-court claims. See,
Transcript Volume 2, pg. 267, lines 2-16; trial where Quintara attorney,
James Li brings up the state court claims and addresses how this decision
impacts the state court-claims. See *TransPerfect Glob. v. Lionbridge*
Techs. (S.D.N.Y., May 31, 2022, 19cv3283 (DLC)).

25. A true and correct copy of the *Transcript Volume 2*, pg. 262, lines 19-25;
lines 5-10 is attached as “**EXHIBIT D**,” and incorporated via reference,
herein.

26. Under the federal Defend Trade Secrets Act [DTSA], a prevailing party
may be awarded reasonable attorneys’ fees and costs if a claim of
misappropriation is made in bad faith. 18 U.S.C. § 1836(b)(3)(D); CAL.
CIV. CODE § 3426.4.

27. Courts also have the inherent authority to award attorneys’ fees.
Tapgerine, LLC v. 50Mango, Inc., No. C 16-06504 WHA, 2017 WL

1 1956874, at *1 (N.D. Cal. May 11, 2017). Because neither the California
2 Uniform Trade Secrets Act nor the federal Defend Trade Secrets Act
3 defines “bad faith” in the context of trade secret misappropriation, “courts
4 generally adopt a two-pronged standard for the evaluation of such claims.”
5 *Farmers Edge Inc. v. Farmobile, LLC*, No. C 16-191, 2018 WL 3747833,
6 at *6 (D. Neb. Aug. 7, 2018) (Judge Joseph F. Bataillon).

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9 **28.** The party seeking attorneys’ fees must show (1) the objective speciousness
10 of the claim, and (2) the subjective bad faith in bringing or maintaining the
11 claim. *CRST Van Expedited, Inc. v. Werner Enterprises, Inc.*, 479 F.3d
12 1099, 1111 (9th Cir. 2007) (quoting *Gemini Aluminum Corp. v. California*
13 *Custom Shapes, Inc.*, 95 Cal. App. 4th 1249, 1262 (2002)).

14
15 **29.** Insofar as controlling law on this subject remains ambiguous, district
16 courts may also exercise discretion in case management to enforce Section
17 2019.210, and the undersigned judge has in fact done so. See, e.g.,
18 *Jobscience, Inc. v. CVPartners, Inc.*, 2014 WL 852477, at *4–5 (N.D. Cal.
19 Feb. 28, 2014).

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21
22 **30.** Approaching the issue as one of case management also works well
23 because, technicalities aside, Section 2019.210 ultimately aims to address
24 practical problems that tend to arise in trade secret litigation. See *Advanced*
25 *Modular Sputtering, Inc. v. Superior Court*, 132 Cal. App. 4th 826, 835
26 (2005) (“[T]he law is flexible enough for the referee or the trial court to
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1 achieve a just result depending on the facts, law, and equities of the
2 situation.”).

3 **31.** Among other things, it “promotes well-investigated claims and dissuades
4 the filing of meritless trade secret complaints,” “prevents plaintiffs from
5 using the discovery process as a means to obtain the defendant’s trade
6 secrets,” and “enables defendants to form complete and well-reasoned
7 defenses.” *Id.* at 833–34. “Experience has shown that it is easy to allege
8 theft of trade secrets with vagueness, then take discovery into the
9 defendants’ files, and then cleverly specify whatever happens to be there
10 as having been trade secrets stolen from plaintiff.” *Jobscience I*, 2014 WL
11 1724763, at *2.
12

13 **32.** The District Court for the Northern District of California recently issued
14 an order awarding partial attorneys’ fees for an approximately one-month
15 time-period to a defendant in a trade secret misappropriation case brought
16 pursuant to the federal Defend Trade Secrets Act (“DTSA”) and California
17 Uniform Trade Secrets Act (“CUTSA”).
18

19 **33.** The decision is most notable for making clear a plaintiff’s ethical
20 obligation to immediately dismiss a trade secrets action once it knows that
21 its misappropriation claims are objectively specious. *Swarmify, Inc. v.*
22 *Cloudflare, Inc.*, *supra*, concerned plaintiff Swarmify’s claims of alleged
23 misappropriation of trade secrets related to video streaming technology by
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defendant Cloudflare.

34. In *Swarmify, Inc. v. Cloudflare, Inc.*, this Court also found that Swarmify had an ethical duty to immediately dismiss the action, rather than attempt to extract some gain from Cloudflare by settling. Accordingly, the Court determined that Swarmify had acted in bad faith from late May 2018 to early June 2018, and awarded attorneys' fees to Cloudflare in the amount of approximately \$9800 for that three-week period.

35. In *this instant case*, the period of Quintara's bad-faith extended until the unanimous jury verdict for a plethora of years from July 17, 2020, until at least July 25, 2023 over three (3) years - **not for the three-week** period unlike the *Cloudfare* matter. Hypothetically, if one-month incurred over \$9,800 in attorneys' fees in the *Cloudfare* matter, then three years (36 months) must at a minimum incur \$498,400 at least.

36. A true and correct copy of the court docket is attached as "**EXHIBIT E**," and incorporated via reference, herein.

37. In *Weco Supply Company, Inc. v. Sherwin-Williams Company*, 2013 U.S. Dist. LEXIS 1572 (January 3, 2013), the court in the Eastern District of California, revisited the issue of what constitutes "bad faith" for purposes of awarding attorneys' fees in trade secret cases.

38. The *TransPerfect Glob.* matter is one of the most recent cases to explore the standard for awarding attorneys' fees to successful trade secret

defendants. *Supra* at pg. 16.

39.In addition to citing the DTSA standard, the court in *TransPerfect* also stated it has “the inherent power to award attorneys’ fees for bad faith.” The court generally explained that in order to meet the “bad faith” standard it must be shown that the claim “was without a colorable basis” and was “motivated by improper purposes such as harassment or delay.” *Kerin v. U.S. Postal Serv.*, 218 F.3d 185, 190 (2d Cir. 2000); *Int’l Techs. Mktg., Inc. v. Sys., Ltd.*, 991 F.3d 361, 368 (2d Cir. 2021) (citation omitted).

40.Quintara’s claims were objectively specious.

41.Defendants Ruifeng *et al* has demonstrated the “something more” standard to merit sanctions against Quintara of reasonable attorneys’ fees and costs. This is particularly true given that federal courts seem to be split on whether objective bad faith, subjective bad faith, or a showing of both, are required to establish “bad faith” misappropriation claims. See, e.g., *Aday v. Westfield Ins. Co.*, No. 21-3115, 2022 WL 203327, at *14 (6th Cir. Jan. 24, 2022) (requiring subjective bad faith such that a party defending against a misappropriation claim must prove that “the claims advanced were meritless, that counsel knew or should have known this, and that the motive for filing the suit was for an improper purpose such as harassment”); *Insurent Agency Corp. v. Hanover Ins. Co.*, 2020 WL 86813 (S.D.N.Y. Jan. 8, 2020) (claim must be “wholly without merit” to be

entitled to attorneys' fees under the DTSA.)

42.Objectively specious, Quintara's claim was wholly without merit and without colorable basis in fact and law. Whereas, superficially, there seemed to be some kind of concocted federal trade secrets, one review as to the issue of "ownership" pursuant to the parties' agreements, salaries, equipment payments, and taxable W2s revealed the lack of merit in the Quintara DTSA claim.

43.*Firstly*, an objective review of the executed agreements demonstrated in Quintara-Exhibits 2, 2A, 3, 5, and 6 shows that the parties **jointly had ownership** of the DNA sequencing lab work from Richmond in the year 2013, South San Francisco from the year 2015, and Hayward Investment Boulevard work from the year 2017.

44.Bringing the DTSA claim was thus brought by Quintara and each of its attorneys, **objectively in bad-faith**. A true and correct copy of the *Transcript Volume 2*, pg. 341-345, lines 1-25; *Volume 2*, pg. 351, lines 5-20; pg. 352, lines 1-25; *Sue Zhao, Cross, Volume 3*, pg. 716, lines 8-10; 13-15; pg. 714, lines 14-25; pg. 741, lines 3-9 is attached as "**EXHIBIT F**," and incorporated via reference, herein.

45.*Secondly*, an objective review of the California Secretary of State corporate filings - that Quintara produced in Exhibits 67 and 68 - show that 'Qun Shan'/Richard Shan, agent for corporate person, Quintara, had

1 signed the Articles of Incorporation for Ruifeng Biztech, Inc. in December
2 2013. The ownership issue was objectively clear from the year 2013
3 atleast.
4

5 **46.** Yet, in 2021, Quintara brought a lawsuit of federal trade secrets
6 misappropriation. Bringing the DTSA claim in 2021 was thus brought by
7 Quintara and each of its attorneys, **objectively in bad-faith**, because each
8 of the attorneys had knowledge, and/or should have known when they had
9 initiated the lawsuit on July 07, 2020 that there was no unilateral, sole
10 ownership by Quintara. [since the year 2013 there were agreements and
11 payments inter-twining, and then in the year 2019 Sue Zhao and Qun
12 Shan's W2 payments came from Ruifeng Biztech, Inc.].
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15 **47.** A true and correct copy of the *Transcript Volume 2*, pg. 354, lines 3-25;
16 pg. 356, lines 10-11; *Volume 3*, pg. 513, lines 7-25, is attached as
17
18 **"EXHIBIT G,"** and incorporated via reference, herein.
19

20 **48.** *Thirdly*, and objectively, 'Qun Shan'/Richard Shan, agent for corporate
21 person, Quintara produced corporate hierarchy documents of Ruifeng
22 Biztech, Inc. to show how Qun Shan and Sue Zhao were involved in the
23 formation of Ruifeng. Quintara ***knew and/or should have known*** since
24 January 2013 of the existence of such documents showing joint-
25 collaboration and ownership until December 2019. Bringing the DTSA
26 claim mid-year 2020 was thus brought by Quintara and each of its
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attorneys, **objectively in bad-faith**. See Quintara Trial Exhibits 406 and 408.

49. A true and correct copy of partial *Transcript Sue Zhao, Cross by Ms. Kamath, Volume 3*, is attached as “**EXHIBIT H**,” and incorporated via reference, herein.

50. *Fourthly*, and objectively, Quintara and its attorneys, James Li, Tamara Rider, Daniel Peterson, and Richard Lambert, as plaintiff, objectively in bad-faith **failed to investigate** issues of whether the alleged trade secret was ‘password-protected,’ ‘two-factor/multifactor authenticated,’ and/or ‘encrypted.’ See Quintara Trial Exhibits 311 and 313. This is the crux of trade secret preservation from the inception to have reasonable measures to protect of any such alleged owned trade secret.

51. A true and correct copy of the trial transcript, *Transcript Jon Berryhill Cross by Ms. Kamath, Volume 3*, pg. 530, line 22-25; pg. 531 lines 11-25; pg. 532 lines 1-25s; pg. 533 lines 1-25, is attached as “**EXHIBIT I**,” and incorporated via reference, herein.

52. *Fifthly*, and objectively, Quintara and its attorneys, James Li, Tamara Rider, Daniel Peterson, and Richard Lambert, as plaintiff, failed to investigate and produce to the Court that of the one-million dollar transfer of payment whether loan/investment to Qun Shan/Sue Zhao/Quintara; of the Oligo synthesizer that Qun Shan bought with at least \$100,000 of

1 Ruifeng/Gangyou Wang's one million dollar investment and took with
2 him to Quintara's Boston lab, *inter alia*. Any and all the materials were
3 produced during discovery, and Quintara produced the exhibits and
4 testimonial evidence from Qun Shan/Sue Zhao at trial – with Quintara and
5 each of its attorneys' failure to investigate in objectively bad-faith that
6 circumstantial evidence exists for no DTSA claim against named
7 Defendants.
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10 **53.** A true and correct copy of the trial transcript, *Shan Cross by Ms. Kamath*,
11 *Volume 2*, pg. 276, lines 10-14; pg. 320, lines 1-16; pg. 334, line 16-25;
12 pg. 335, lines 1-25, is attached as “**EXHIBIT J**,” and incorporated via
13 reference, herein.
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15 **54.** *Sixthly*, the W-2 salary payments to Sue Zhao/Qun Shan even until the year
16 2019 demonstrated in Ruifeng-Exhibits 506 (C) and (D) were in
17 Quintara/Sue Zhao/Qun Shan's possession, custody, care, and control
18 [known/should have known] since **atleast 2019 – prior to them initiating**
19 ***the lawsuit***. To conceal them, is Quintara's objective bad-faith.
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22 **55.** A true and correct copy of RUIFENG Exhibits 506 (C) and (D) are
23 attached as “**EXHIBIT K**,” and incorporated via reference, herein.
24

25 **56.** *Seventhly*, Quintara did not retain an independent expert for damages
26 analysis. It hired Qun Shan's brother, Tomo Kimura, who had never
27 opined prior on trade secret damages, less any kind of damages. *Transcript*
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Volume 4. For this, Defendants had retained a very expensive expert, Maryellen Sebold.

57. Eighth, Quintara misled at trial the Court that Quintara's own expert, Jon Berryhill was not provided with any complete database and material. However, that was a falsified statement, because Berryhill confirms he received three productions. See also how Quintara attorney Ms. Tamara Rider is **concocting "trade secrets"** with Quintara expert, *Berryhill Cross by Ms. Kamath, Transcript Volume 3*, pg. 464, lines 3-25; See, how on pgs. 465-467 1-25 each, Jon Berryhill confirms he had received three productions for RF Bioserver; however, in the middle of Berryhill's cross at trial, Mr. James Li then **misleads** the Court that he did not receive the entire production on *Berryhill Cross by Ms. Kamath*, pg. 475, lines 13-25; pgs. 477, only for purposes of **"delay"**; pgs. 447, lines, 1-13.

58. A true and correct copy of *Berryhill Cross by Ms. Kamath, Transcript Volume 3*, pg. 464, lines 3-25; pgs. 465-467 1-25; pg. 475, lines 13-25; pgs. 477, only for purposes of **"delay"**; pgs. 447, lines, 1-13, is attached as **"EXHIBIT L"** and incorporated via reference, herein. For this, Defendants had to retain a very expensive expert, Haystack ID and Rene Novoa. This, *inter alia*, shows the circumstantial evidence required for objective bad-faith of Quintara and Quintara attorneys.

59. Quintara's claims were brought in subjective bad-faith.

1 **60.** Subjective bad faith “means the action was commenced or continued for
2 an improper purpose, such as harassment, delay, or to thwart competition.”
3 *SASCO v. Rosendin Elec., Inc.*, 207 Cal. App. 4th 837, 847 (2012). “The
4 timing of the action may raise an inference of bad faith. Similar inferences
5 may be made where the plaintiff proceeds to trial after the action’s fatal
6 shortcomings are revealed by opposing counsel.” *FLIR Sys., Inc. v.*
7 *Parrish*, 174 Cal. App. 4th 1270, 1278 (2009) (citations omitted). “The
8 absence of evidence alone, even after discovery,” however, “does not
9 support a finding of subjective bad faith.” *SASCO*, 207 Cal. App. 4th at
10 847.
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14 **61.** Similar to *Aday v. Westfield Ins. Co.*, No. 21-3115, 2022 WL 203327, at
15 *14 (6th Cir. Jan. 24, 2022), Quintara and each of its attorneys, James Li,
16 Tamara Rider, Daniel Peterson, and Richard Lambert demonstrated
17 subjective bad faith where Quintara’s claims advanced were meritless,
18 because there was no trade-secret misappropriation expert produced; no
19 reasonable particularity in defining whether a single excel spread-sheet
20 from December 2019-February 2020 was the alleged trade secret; and/or
21 some entire SQL database with no particular time-period. *Transcript*
22 *Volume 2*; pg. 348, lines 4-25; 349, lines 1-25.
23
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26 **62.** Quintara and each of its attorneys, James Li, Tamara Rider, Daniel
27 Peterson, and Richard Lambert demonstrated subjective bad faith, because
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each of them **knew**, and/or **should have known** the above-stated claims against named Defendants were brought in bad-faith. See *Id.*; discovery, *Deposition of Qun Shan* dated April 4th, 2021, pg. 163, line 21.

63.*Firstly*, a clear review of the executed agreements demonstrated in Quintara Trial Exhibits 2, 2A, 3, 5, and 6 shows that the parties **jointly had ownership** of the DNA sequencing lab work from Richmond in 2013, South San Francisco from 2015, and Hayward Investment Boulevard work from 2017. See *Sue Zhao, Cross by Ms. Kamath, Volume 3*, pg. 661, lines 4-25; pgs. 662, lines 10-17; pg. 664, lines 3-16; pg. 670, lines 17-25; pg. 671, lines 1-14; pg. 675, lines 1-7; pg. 678, lines 4-23; Quintara Exhibit 143 A.

64.*Secondly*, the California Secretary of State corporate filings [Quintara produced in Exhibits 67 and 68] show that ‘Qun Shan’/Richard Shan, agent for corporate person, Quintara, had signed the Articles of Incorporation for Ruifeng Biztech, Inc. in December 2013. Further, ‘Qun Shan’/Richard Shan, agent for corporate person, Quintara produced corporate hierarchy documents of Ruifeng Biztech, Inc. to show how Qun Shan and Sue Zhao were involved in the formation of Ruifeng. Quintara **knew and/or should have known** since 2013 of the existence of such documents showing joint-collaboration and ownership. Bringing the DTSA claim with such actual, and/or constructive knowledge of non-trade-secret existence, was thus

1 brought by Quintara and each of its attorney, **subjectively in bad-faith**.
2 *Transcript Volume 2*, pg. 265, lines 6-7; *Volume 2*, pg. 248, lines 12-16;
3 *See* also how, Ms. Rider misleads the Court and opposing party at trial in
4 going back to a rudimentary “entire stack” of Henry Hu materials in
5 Exhibit 68 rather than the pin-pointed material where Qun Shan’s name
6 appeared on a filed document.
7

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9 **65.** *Thirdly*, Quintara used the notion of “**immigration sham**” to subjectively
10 in bad-faith fool, deceive, and mislead the Court and judicial officers to
11 string this case along *until jury trial*. *Transcript Volume 3*, pg. 413, lines
12 13-25; pg. 415, lines 4-5 and 6-23; pgs. 417-421; Quintara Exhibit 67;
13 *Volume 2*, pg. 396, lines 23-25; *Volume 2*, pg. 397, lines 17-20. Quintara
14 produced Trial Exhibits 67 and 68 to demonstrate that ‘Qun Shan’/Richard
15 Shan, agent for corporate person, Quintara, had **concurrently signed** the
16 immigration documents and letters for Ruifeng Biztech, Inc., and Gangyou
17 Wang, to the immigration authorities. Moreover, Xueling Zhao/Sue Zhao,
18 spouse of Qun Shan/Richard Shan, and Manager of Quintara, appeared on
19 several L1 investor immigration documents for Ruifeng Biztech, Inc., and
20 Gangyou Wang. Any of the four attorneys of Quintara could have
21 reviewed and investigated the exhibits prior to trial, however, they did not.
22 This circumstantial evidence shows subjective bad-faith.
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66. A true and correct copy of the trial transcript *Volume 2*, pg. 296, lines 9-

25. is attached as “**EXHIBIT M**,” and incorporated via reference, herein.

67.*Fourthly*, Quintara subjectively in bad-faith used the notion of “immigration sham” in *settling* the case for damages – when no such damage existed. *Transcript Volume 2*, pg. 307, lines 1-7; 19-25; *Volume 2*, pg. 308, lines 19-25; *Volume 2*, pg. 279, lines 12-25; pg. 280, lines 1-23; *Volume 3*, pg. 557, lines 1-25; *Volume 3*, pg. 563 lines 1-25; *Volume 3*, pg. 562, lines 1-25; *Volume 3*, pg. 558, lines 1-12.

68.*Fifthly*, Quintara subjectively in bad-faith wasted precious judicial resources, and tax-payer dollars in having an eight-person jury trial, where even on trial day 1 and 2, Quintara and its attorneys, James Li, Tamara Rider, Daniel Peterson, and Richard Lambert, each of them, seeing this is a meritless claim, should have dismissed the trade secrets misappropriation case against named defendants. See, *Transcript Volume 2*, pg. 305, lines 10-25; *Volume 2*, pg. 313, lines 10-25; *Volume 2*, pg. 282, lines 4-25.

69.*Sixthly*, Quintara and its attorneys, James Li, Tamara Rider, Daniel Peterson, and Richard Lambert, in subjective bad-faith told the expert witness, Jon Berryhill to **look for what looked like trade secrets**. Qunintara expert, Jon Berryhill stated he was not a trade secret expert. Mr. Berryhill repeatedly stated during his testimony that he was only relying on what the Quintara attorneys gave him, and what Quintara attorneys produced to him. See *Transcript Volume 3*, pgs. 510-511 Quintara expert

1 Jon Berryhill stating, “WHAT I SAID WAS THINGS WERE
2 REPRESENTED TO ME TO POSSIBLY BE TRADE SECRETS, AS IN
3 THE KIND OF INFORMATION THAT”; specifically, on pg. 511, lines
4 9-12, “Q. OKAY. SO YOU WERE NOT NECESSARILY ON YOUR
5 OWN THINKING YOU WERE LOOKING FOR TRADE SECRETS,
6 BUT ONLY ASSISTING JAMES LI LOOK FOR INFORMATION
7 THAT HE HAD PROVIDED TO YOU IN A LIST? A. IN A BROAD
8 SENSE, YES....[intentionally omitted]”; and, pg. 512, lines 2-4, “HE
9 TOLD ME, YES, WE'RE LOOKING FOR TRADE SECRET
10 INFORMATION, AND THAT'S THE OVERALL GOAL,
11 OBVIOUSLY. THAT'S THE PURPOSE OF THE LITIGATION.”
12 [Emphasis added.]

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17 **70.**A true and correct copy of the *Transcript Volume 3*, pgs. 510-512 is
18 attached as “**EXHIBIT N**,” and incorporated via reference, herein.

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20 **71.***Seventhly*, Quintara and its attorneys, James Li, Tamara Rider, Daniel
21 Peterson, and Richard Lambert, as plaintiff in subjective bad-faith
22 allegedly not bringing the entire production of what the computer forensic
23 experts reviewed. If something were missing, incomplete, and/or not
24 produced, then Quintara and its attorneys, James Li, Tamara Rider, Daniel
25 Peterson, and Richard Lambert, in subjective bad-faith did **not timely**
26 **bring any motion to compel production**, and/or in subjective bad-faith
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1 **not timely informing** the Court – until defense counsel Reshma Kamath
2 pointed this out to the Court.

3 **72.Eighth**, Quintara and its attorneys, James Li, Tamara Rider, Daniel
4 Peterson, and Richard Lambert, as plaintiff, in subjective bad-faith did **not**
5 **investigate** the issues of whether the alleged trade secret was ‘password-
6 protected.’ *See* Quintara Exhibits 311 and 313. This is the crux of the trade
7 secret preservation from the inception of any such trade secret. *See Exhibit*
8 **I**. They did not even check with the witness prior - Quintara witness Alex
9 Wong clearly testified that he started receiving Ruifeng paychecks from
10 2015 even when he was initially employed by Quintara.

11 **73.**A true and correct copy of the trial transcript of *Transcript of Alex Wong*
12 *with Cross by Mr. Li*, Volume 3, pg. 542-543, lines 1-25, is attached as
13 “**EXHIBIT O**,” and incorporated via reference, herein.

14 **74.Ninth**, Quintara and its attorneys, James Li, Tamara Rider, Daniel
15 Peterson, and Richard Lambert, as plaintiff, had actual/constructive
16 knowledge [known/should have known] of the one-million dollar transfer
17 of payment whether loan/investment to Qun Shan/Sue Zhao/Quintara; had
18 actual/constructive knowledge [known/should have known] of the Oligo
19 synthesizer that Qun Shan bought with at least \$100,000 of
20 Ruifeng/Gangyou Wang’s one million dollar investment and took with
21 him to Quintara’s Boston lab. Any and all the materials were produced
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1 during discovery, and Quintara produced the exhibits and testimonial
2 evidence from Qun Shan/Sue Zhao at trial – with Quintara and each of its
3 attorneys’ failure to investigate in subjective bad-faith that circumstantial
4 evidence exists for no DTSA claim against named Defendants. See
5 *Transcript Volume 2*, pg. 340, lines 13-25; pgs. 564-564, lines 23-25 and
6 line 1-4, respectively; pgs. 568-569, lines 1-25.

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9 **75.Tenth**, the W-2 salary payments to Sue Zhao/Qun Shan even until the year
10 2019 demonstrated in Ruifeng Exhibits 506 (c) and (d) were in
11 Quintara/Sue Zhao/Qun Shan’s possession, custody, care, and control
12 [known/should have known] since atleast 2019 – *prior to them initiating*
13 *the lawsuit*. To conceal them, is Quintara’s subjective bad-faith. See
14 **Exhibit K**; *Transcript Volume 3*, pg. 657, lines 1-25, e.g., where Quintara
15 attorney, James Li knew about “Ruifeng’s money.”

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18 **76.Eleventh**, the W-2 salary payments to Sue Zhao/Qun Shan even until the
19 year 2019 demonstrated in Ruifeng-Exhibits 506 (c) and (d) were in
20 Quintara attorneys’ possession, custody, care, and control [known/should
21 have known] since atleast discovery – *prior to them initiating the lawsuit*.
22 To conceal them, is Quintara attorneys’ subjective bad-faith.
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25 **77.This, *inter alia***, shows the circumstantial evidence required for subjective
26 bad-faith of Quintara, its agents, Qun Shan/Sue Zhao, and its attorneys,
27 James Li, Tamara Rider, Daniel Peterson, and Richard Lambert, for
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1 initiating the trade secrets misappropriation lawsuit on July 07, 2020
2 against named Defendants.

3 **78.***Next*, Quintara and each of its attorneys, James Li, Tamara Rider, Daniel
4 Peterson, and Richard Lambert demonstrated subjective bad faith, because
5 the motive for filing the suit was for an **improper purpose** such as
6 **harassment**. The attorneys often time misled the court such as not
7 producing Quintara's version of the short statement of the case with
8 defense prior to filing; not producing the trial binders before 5 p.m. PDT
9 on the Friday before trial pursuant to the Court Order and then blaming
10 "Bay Area traffic," not producing a COVID-letter from a doctor for James
11 Li's sudden illness the day before the rescheduled settlement hearing;
12 bringing up the state-court claims to the jury's attention when the judicial
13 officer had specifically informed James Li and others during the final pre-
14 trial conference not to bring up the state-court case; Mr. Peterson making
15 up a complete falsity to the court waving an "employee handbook" that
16 Defense had not included and Mr. Peterson claimed was there; Ms. Rider
17 failing to sign a prior produced document, requesting Defense Counsel,
18 Reshma Kamath, to sign on behalf of Quintara's attorneys, and Reshma
19 Kamath obliging for courtesy; the attorneys not extending the professional
20 courtesy in stipulating to Defense exhibits while those were producing
21 during discovery and Quintara attorneys had those specific exhibits since
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1 the Friday before the commencement of trial; Ms. Rider misleading the
2 court that a motion for sanctions (when there was none) was filed after the
3 8-person unanimous jury verdict for Defendants/Defense was announced;
4 *inter alia*.

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6 **79.**A true and correct copy of the e-mails are attached as “**EXHIBIT P**,” and
7 incorporated via reference, herein. Even prior to the eve of the final pre-
8 trial conference, June 28, 2023, Quintara and its attorneys **arbitrarily and**
9 **subjectively dropped the ‘vendor database’ DTSA claim** that the parties
10 had litigated over for over two years. This, *inter alia*, shows the
11 circumstantial evidence required for subjective bad-faith of the Quintara
12 attorneys.
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15 **80.**Quintara brought the DTSA claim for ‘improper purpose’
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17 **81.**Gamesmanship, even if well-disguised at the outset, tends to come into
18 clearer focus as litigation progresses. For example, it becomes easier to
19 pinpoint how vaguely-alleged trade secrets may have functioned as
20 moving targets, and how the plaintiff may have taken advantage of the
21 shifting sands of litigation to evade counterarguments. These
22 developments may cast the unreasonableness of the initial disclosure into
23 sharp relief in light of how the alleged trade secrets evolved over time. In
24 such cases, a plaintiff that merely postpones reckoning with Section
25 2019.210 early on may eventually find that the consequences of their
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1 evasions come home to roost in the form of an adverse ruling on the entire
2 trade secret misappropriation claim. See, e.g., *Waymo*, 2017 WL 5000352,
3 at *7–9.

4
5 **82.**Quintara brought the claim for purposes of harassment and delay in the
6 state-court matter.

7
8 **83.**Since courts have the inherent power to award attorneys’ fees for bad faith.

9 *Kerin v. U.S. Postal Serv.*, 218 F.3d 185, 190 (2d Cir. 2000.) To impose
10 fees through a court’s inherent power, the movant must satisfy a two-
11 pronged standard. It must show “first, that the challenged claim was
12 without a colorable basis and, second, that the claim was brought in bad
13 faith, i.e., motivated by improper purposes such as harassment or delay.”
14 *Int’l Techs. Mktg., Inc. v. Verint Sys., Ltd.*, 991 F.3d 361, 368 (2d Cir. 2021)
15 (citation omitted). For a claim to lack color, “it must lack any legal or
16 factual basis.” *Liebowitz v. Bandshell Artist Mgmt.*, 6 F.4th 267, 283 (2d
17 Cir. 2021) (emphasis added) (citation omitted). A finding that the claim
18 was motivated by improper purposes “may be inferred when an action is
19 so completely without merit as to require the conclusion that it must have
20 been undertaken for some improper purpose.” *Int’l Techs. Mktg., Inc.*, 991
21 at 368 (citation omitted); *See TransPerfect, supra*, Opinion and Order at
22 5-6.
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84.*Wholly without merit*, Quintara and each of its attorneys brought this case

solely to attack Ruifeng, Gangyou Wang, Alan Li, and RF Biotech LLC for reconvening its business after COVID-19 in the Hayward Investment Boulevard Lab with Ruifeng's equipment.

85.*Lacking any colorable basis*, Quintara and each of its attorneys were trying to find trade secrets where none existed. The testimony of Jon Berryhill was explicit with statements about how James Li and other Quintara attorneys demanded him to find trade secrets with lists. Such conclusory statements of trade secrets without any colorable legal and factual basis are wholly without merit against named Defendants. Even prior to the eve of the final pre-trial conference, June 28, 2023, Quintara and its attorneys, **arbitrarily and subjectively dropped the 'vendor database' claim** that for over two years the parties had litigated over.

86.In unanimous jury verdict, Quintara failed to meet its burden to prove ownership by a preponderance of evidence.

87.In the special verdict form, the jury verdict within one single question could decide on the issue of ownership. This question of '**ownership**' of the alleged trade secret did **not** require an entire jury trial when Quintara and Quintara attorneys, individually, and/or collectively, knew, and/or should have known subjectively, as well as objectively, since at least the year 2019 from the W-2 payments demonstrated in Exhibits 506 (c) and (d), and since the year 2013 from Quintara Exhibits 2, 2 (A), 3, 5, and 6.

1 Circumstantially, not even its own computer forensic alleged expert, Jon
2 Berryhill claimed that he did not know whether it was a trade secret, and/or
3 not; and, that only the attorneys for Quintara told him to look for certain
4 things in a list.

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6 **88.**A true and correct copy of the **special verdict form** is attached as
7 **“EXHIBIT Q,”** and incorporated via reference, herein.

8
9 **89.**Quintara’s DTSA claim lacked any and all evidentiary basis. There was no
10 evidentiary basis for the DTSA claim that Quintara brought. Prior to the
11 eve of the final pre-trial conference, June 28, 2023, Quintara and its
12 attorneys, **arbitrarily dropped the ‘vendor database’ claim** that for over
13 two years the parties had litigated over.

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15 **90.**Quintara did not have “atleast some chance of success” in the DTSA claim.

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17 **91.**Unlike the Fourth Circuit case, *Akira Technologies, Inc. v. Conceptant,*
18 *Inc.*, affirming the denial of attorney fees where the plaintiff “had at least
19 some chance of success” on its DTSA claim, **in this case**, Quintara, the
20 plaintiff, had **no chance of success**. From Trial day 1, the court outside the
21 presence of the jury admonished the plaintiff Quintara that it will be
22 **“tough”** for the plaintiff to win. This was clear because there was no
23 chance of success in the DTSA claim based on the joint-ownership issue,
24 and the one-million dollar sum that Quintara used of Ruifeng.

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26 **92.**Quintara did not define the alleged trade secret with reasonable
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1 particularity. Even in CUTSA cases, such as *Universal Analytics v.*
2 *MacNeal-Schwendler Corp.*, 707 F. Supp. 1170, 1177 (C.D. Cal. 1989)
3 (Judge Stephen Victor Wilson), courts have stood for the proposition that
4 the plaintiff “should describe the subject matter of the trade secret with
5 sufficient particularity to separate it from matters of general knowledge in
6 the trade or of special knowledge of those persons skilled in the trade.”
7 *Imax Corp. v. Cinema Techs., Inc.*, 152 F.3d 1161, 1164–65 (9th Cir.
8 1998). Universal Analytics, in turn, took that proposition from *Diodes, Inc.*
9 *v. Franzen*, 260 Cal. App. 2d 244, 253 (1968), the “seminal decision” that
10 became “the genesis of [S]ection 2019.210.” *Brescia v. Angelin*, 172 Cal.
11 App. 4th 133, 147 (2009).

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15 **93.** Consistent with this approach, judges in this district — including the
16 undersigned judge — faced with deficient disclosures under Section
17 2019.210 have routinely entertained defense motions to defeat trade secret
18 misappropriation claims after commencement of discovery, whether styled
19 as a “motion to strike,” “motion for summary judgment,” or something
20 else. See, e.g., *Openwave Messaging, Inc. v. Open-Xchange, Inc.*, 2018
21 WL 692022, at *4 (N.D. Cal. Feb. 2, 2018) (Judge William Orrick)
22 (examining adequacy of Section 2019.210 disclosure on motion for
23 summary judgment); *BladeRoom Grp. Ltd. v. Facebook, Inc.*, 2018 WL
24 514923, at *3–5 (N.D. Cal. Jan. 23, 2018) (Judge Edward Davila) (same);
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1 *Waymo LLC v. Uber Techs., Inc.*, 2017 WL 5000352, at *7–9 (N.D. Cal.
2 Nov. 2, 2017) (Judge William Alsup) (granting overlapping motions to
3 strike and for summary judgment on trade secret misappropriation claim);
4 *Jobscience, Inc. v. CVPartners, Inc.*, 2014 WL 1724763, at *2–4 (N.D.
5 Cal. May 1, 2014) (Judge William Alsup) (granting motion to strike and
6 dismissing trade secret misappropriation claim) (*Jobscience I*); *Art of*
7 *Living Found. v. Does 1–10*, 2012 WL 1565281, at *23 (N.D. Cal. May 1,
8 2012) (Judge Lucy Koh) (inviting motion for summary judgment on trade
9 secret misappropriation claim.)
10 secret misappropriation claim.)

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13 **94.***Here*, there was often confusion between Quintara and Quintara attorneys,
14 James Li, Tamara Rider, Daniel Peterson and Richard Lambert, whether
15 they were purporting ‘customer profile database’, ‘vendor database,’
16 ‘customer excel spreadsheet from December 2019- February 2020’ and/or
17 some other kind of material as the alleged trade secret. ‘Vendor database,’
18 as a trade secret, based on their confusion, was dropped on June 28, 2023
19 after almost three years of litigation.
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22 **95.***Defendants are the “prevailing party” with a judgment on the merits*
23 *under the 18 U.S.C. section 1836 (b) (3) (D).*
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25 **96.**On July 13, 2023, at and/or around 3 p.m. PDT, with unanimous jury
26 verdict of all eight jurors, Defendants won, and judgment was entered by
27 this Court subsequently. The unanimous jury verdict, as well as the
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1 judgment, was rendered and entered on the merits. Thus, Defendants were
2 the prevailing party. *Noakes v. City of Los Angeles*, 179 Cal. 38 [175 P.
3 409]; *Hunceker v. Lutz*, 65 Cal.App. 649 [244 P. 1001]; *Martin v. Southern*
4 *Pacific Co.*, 44 Cal.App. 3, 14 [185 P. 1030]; *Fay v. Cox*, 45 Cal.App.
5 696, 699 [188 P. 623].) Thus, the named Defendants were the prevailing
6 party, as defined within 18 U.S.C. § 1836(b)(3)(D). (A jury verdict
7 “imports findings in favor of the prevailing party on all material issues;
8 and if the evidence supports implied findings on any set of issues which
9 will sustain the verdict, it will be assumed that the jury so found. The court
10 on appeal [may not] speculate on what particular ground the jury may have
11 found in favor of the prevailing party.’ [Citations.]” *Everett v. Everett*
12 (1984) 150 Cal.App.3d 1053, 1063-1064; A prevailing party is one who
13 has prevailed on a practical level, by achieving its main litigation
14 objectives. *Rancho Mirage Country Club Homeowners Assn. v.*
15 *Hazelbaker* (2016) 2 Cal.App.5th 252, 262.) A prevailing party may have
16 realized litigation objectives by judgment, settlement, or in some other
17 way. *Santisas v. Goodin* (1998) 17 Cal.4th 599, 622.) The Supreme Court
18 has said that “a prevailing party” is “one who has been awarded some relief
19 by the court.” *Buckhannon*, 532 U.S. at 603, 121 S.Ct. 183; see also *Hewitt*
20 *v. Helms*, 482 U.S. 755, 760, 107 S.Ct. 2672, 96 L.Ed.2d 654 (1987)
21 (“Respect for ordinary language requires that a [party] receive at least
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1 some relief on the merits of his claim before he can be said to prevail.”).

2 **97.**At a minimum, the DTSA clearly require the attorney-fee claimant to be
3 “the prevailing party.” See 18 U.S.C. § 1836(b)(3)(D). Indeed, “[e]rasing
4 ‘prevailing party’ from the fee statute would be especially troubling
5 because it is a term of art that Congress has used in numerous attorney’s
6 fees statutes” to convey a particular meaning. See *Dunster Live, LLC v.*
7 *Lonestar Logos Mgmt. Co.*, 908 F.3d 948 (5th Cir. 2018) (citing
8 *Buckhannon Bd. & Care Home, Inc. v. W.Va. Dep’t of Health & Human*
9 *Res.*, 532 U.S. 598, 602-03 (2001)). By using “prevailing party,”
10 “Congress ‘knows and adopts the cluster of ideas that were attached to
11 each borrowed word in the body of learning from which it was taken and
12 the meaning its use will convey to the judicial mind unless otherwise
13 instructed.’” *Id.* at 953 (quoting *Morissette v. United States*, 342 U.S. 246,
14 263 (1952)). The term refers to a “party in whose favor a judgment is
15 rendered,” that is, “one who has been awarded some relief by the court.”
16 *Buckhannon*, 532 U.S. at 603. See also Party, BLACK’S LAW
17 DICTIONARY (11th ed. 2019); *Royal Palm Props. v. Pink Palm Props.*
18 (11th Cir. 2022) 38 F.4th 1372 defining “prevailing party” as “[a] party in
19 whose favor a judgment is rendered, regardless of the amount of damages
20 awarded,” as in, “in certain cases, the court will award attorney's fees to
21 the prevailing party”).

1 **98.**When Congress repeats a term of art such as prevailing party in a new
2 statute such as the DTSA, “it knows and adopts the cluster of ideas that
3 were attached to each borrowed work in the body of learning from which
4 it was taken and the meaning its use will convey to the judicial mind unless
5 otherwise instructed. *Morissette, supra* at 263. In addition to the textual
6 rationale for common interpretation of prevailing party across federal fee
7 statutes, the Fifth Circuit also concluded that setting uniform rules for the
8 numerous fee statutes would be more efficient for the district courts tasked
9 with processing myriad such fee motions. The Fifth Circuit stated that,
10 “prevailing party status ordinarily requires being ahead when the final
11 whistle blows in a case, not a halftime.” *Dunster Live, LLC supra* at 948.

12 **99.**If this Court does not find a definition of “prevailing party” under the
13 DTSA, it can find the interpretation of “prevailing party” under the
14 CUTSA.

15 **100.** Unlike *Dunster Live, LLC*, where the court held fees were properly
16 denied because a dismissal without prejudice did not render defendants
17 “prevailing parties” under the DTSA, and unlike any summary judgment
18 motion, *in this instant case*, the Defendants were **prevailing parties with**
19 **a judgment on the merits with unanimous jury verdict.**

20 **101.** A true and correct copy of the unanimous jury verdict and judgment on
21 the merits is attached as “**EXHIBIT R**,” and incorporated via reference,
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herein.

102. To cross the threshold to prevailing party status, the Supreme Court has emphasized that a party— “at a minimum” — “must be able to point to a resolution of the dispute which changes the legal relationship” between the parties. *Texas St. Teach. Ass’n v. Garland ISD*, 489 U.S. 782 (1989)) (referring to “the material alteration of the legal relationship of the parties” as the “touchstone of the prevailing party inquiry”).

103. The Supreme Court has applied the term’s same legal meaning across various civil rights fee-shifting statutes. And if the same legal term retains its legal meaning across different fee-shifting statutes, there should be no reason to depart from that meaning in the context of costs. See *CRST Van Expedited, Inc. v. E.E.O.C.*, 578 U.S. 419, 422, 136 S.Ct. 1642, 194 L.Ed.2d 707 (2016) (“Congress has included the term ‘prevailing party’ in various fee-shifting statutes, and it has been the Court's approach to interpret the term in a consistent manner.”).

104. Many other courts have recognized as much, applying the same prevailing party standard across different rules and fee shifting statutes. See, e.g., *B.E. Tech., LLC v. Facebook, Inc.*, 940 F.3d 675, 677 (Fed. Cir. 2019) (“We interpret the term [“prevailing party”] consistently between different fee-shifting statutes and between Rule 54(d) [.] (citation omitted)); *Manildra Milling Corp. v. Ogilvie Mills, Inc.*, 76 F.3d 1178,

1 1180 n.1 (D.C. Cir. 1996)” (applying § 1988 caselaw to a Rule 54(d)
2 analysis because “the meaning of prevailing party is the same in either
3 context”); *Studiengesellschaft Kohle mbH v. Eastman Kodak Co.* , 713
4 F.2d 128, 132 (5th Cir. 1983) (noting that “the same” prevailing party
5 determination in § 1988 cases “must be made for an award of costs under
6 Rule 54(d)”). The court therefore finds that the meaning of “prevailing
7 party” is the same in either context—fees or costs—and our analysis will
8 proceed accordingly.

11 **105.** Ruifeng incurred attorneys’ fees and costs. The concept of awarding
12 costs to the prevailing party appears in Supreme Court opinions dating as
13 far back as the mid-1800s. See, e.g., *Pennsylvania v. Wheeling & Belmont*
14 *Bridge Co.*, 59 U.S. 460, 461, 18 How. 460, 15 L.Ed. 449 (1855) (noting
15 “the repeated recognition by acts of congress of the right of the prevailing
16 party to costs”); *The Baltimore*, 75 U.S. 377, 388, 8 Wall. 377, 19 L.Ed.
17 463 (1869) (“Costs have usually been allowed to the prevailing party”).
18 Like the DTSA, Fed. *Rul. Civ. Proc.*, Rule 54(d) provides that “the
19 prevailing party” can recover costs other than attorneys’ fees, and
20 “[u]sually the litigant in whose favor judgment is rendered is the prevailing
21 party for purposes of [R]ule 54(d).” See FED. R. CIV. P. 54(d)(1); *Myricks*
22 *v. Fed. Res. Bank of Atlanta*, 480 F.3d 1036, 1043 (11th Cir. 2007). Though
23 a party “need not prevail on all issues to justify a full award of costs,” a
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prevailing party must obtain a favorable judgment on at least some of its claims. See *Head v. Medford*, 62 F.3d 351, 354-55 (11th Cir. 1995).

106. Similarly, the court must not tax the fees associated with deposition “exhibit management,” reporter attendance fees, and/or transcripts of depositions, videos, in addition to the transcripts that were necessary. The court may not tax costs spent to expedite transcripts solely for counsel’s convenience.

107. A true and correct copy of the costs for court-reporter fees, interpreter fees, and trial binder fees in the amount of **\$35,000** are attached as “**EXHIBIT S**,” and incorporated via reference, herein.

108. Any and all extra-ordinary circumstances for DTSA fee-shifting were met. A Louisiana court may offer further guidance where the court stated that after “long and torturous litigation” the parties must end the matter, and awarded reasonable attorneys’ fees and costs to end the matter. *Source Prod. & Equip. Co. v. Schehr*, No. 16-17528, 2020 WL 4785048 (E.D. La. Aug. 18, 2020). Under the lodestar methodology, a base amount is first calculated by multiplying the time reasonably spent by each attorney by the reasonable hourly rate of each. *Serrano*, 20 Ca1.3d at 48. Included in the time reasonably spent by each attorney is time spent prior to filing the action. *Stokes v. Marsh* (1990) 217 Cal. App. 3d 647. 654-656.

109. Then, the base amount may be adjusted based on several factors in

1 *Serrano* for example, the court multiplied the base amount by
2 approximately 1.4 to award Plaintiffs' counsel \$800,000 (in 1975 dollars).
3 *Id.* at 49. California law provides that "an attorney fee award should
4 ordinarily include compensation for all the hours reasonably spent."
5 *Ketchum v. Moses*. 24 Cal. 4th 1122, 1133 (2001) (emphasis in original).
6 In this case, the LAW OFFICE OF RESHMA KAMATH spent 4,610
7 hours (amounting to approximately **192.083 days, from November 2021**
8 **to present date**) at \$450 per hour on this matter from when the law firm
9 was substituted in including the hours spent on pre-trial and trial
10 preparation, trial binder preparation, witness(es) preparation, and the
11 actual trial. This amount summed up to **\$2,074,500**. In addition,
12 Defendants had paid **\$17,425.18** in total costs to Buchalter, and Buchalter
13 claims \$1,709,010.50 in attorneys' fees due to them. This adds up to over
14 \$4.50 million in attorneys' fees. Defendants had paid **\$742,877.50** to the
15 prior attorney, Buchalter, (Buchalter's total unpaid invoice is over
16 \$1.70M). There is allegedly a pending bill that the prior attorney claims
17 are owed.

23 **110.** All of this was "reasonably necessary to the conduct of the litigation,"
24 particularly in light of the potentially disastrous ramifications of cutting
25 any corners. *Robertson v. Fleetwood Travel Trailers of Cal. Inc.* (2006)
26 144 Cal.App.4th 785, 818; see also *Moreno v. City of Sacramento*. 534
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1 F.3d 1106, 1112 (9th Cir. 2008) [overturning fee reduction by the trial
2 court: It would...be the highly atypical civil rights case where plaintiffs'
3 lawyer engages in churning. By and large, the court should defer to the
4 winning lawyer's professional judgment as to how much time he was
5 required to spend on the case: after all, he won and might not have had he
6 been more of a slacker.""))
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8
9 **111.** Furthermore, all of the work set out in the supporting declarations
10 and exhibits are of the-type of work that would be billed to a client" in a
11 typical hourly-fee matter. *MBNA Am. Bank v. Gorman* (2006) 147
12 Cal.App.4th Supp. 1. at *12 [affirming award where attorney time
13 consisted "entirely of ordinary litigation activities, i.e., correspondence
14 and telephone conferences with opposing counsel, legal research, drafting
15 legal documents, reviewing opposing counsel's filings, and preparation for
16 and attending hearings."")
17
18

19
20 **112.** With afore-stated costs included, this was **\$2,911,377, atleast in**
21 **reasonable attorneys' fees and costs** that Defendants Ruifeng et al
22 incurred during the course of this expensive litigation.
23

24 **113.** If this Court includes Buchalter's fees where they have sued the
25 defendants, then the attorneys' fees and costs increases to \$4.50 million.
26

27 **114.** I had advised Buchalter to file their own attorneys' fee motion,
28 and/or include their invoices on their own. I did this, because I cannot attest

and justify to several line items in Buchalter's invoices.

115. Buchalter did not help substantively whatsoever from the time they substituted out. The external drive was not delivered timely to me, and I had to communicate even until early 2022 about what had occurred with the online portal, and/or hard-drive. Several deposition transcripts that were taken on behalf of defendants were missing from the hard-drive, and only the litigants then had informed me prior to trial.

116. I have included in the sum only those attorneys' fees and costs that I had incurred while my retention.

117. This includes LAW OFFICE OF RESHMA KAMATH spending 4,610 hours (amounting to approximately **192.083 days, from November 2021 to present date**) at \$450 per hour on this matter from when the law firm was substituted in including the hours spent on pre-trial and trial preparation, trial binder preparation, witness(es) preparation, and the actual trial. This amount summed up to **\$2,074,500.**

118. The number of \$4.50 million even includes the federal court reporter fees, the translator fees, as well as any printing and binder fees for which invoices were provided.

119. In the interests of justice to the clients, I have included their number of their prior attorney, Buchalter, where Buchalter's Daniel Wiseman and Tiffany Ng claim they spent over \$2.7 million in litigating this matter,

costs separate. There is no way for me to justify this kind of outrageous number, specifically, because Buchalter has sued the defendants for partial non-payment.

120. Buchalter's Tiffany Ng claims, the fees total is "\$1,709,010.50. The costs total is \$58,091.61."

121. This statement is **inaccurate**, because defendants, precisely Gangyou Wang had prior paid Buchalter over \$780,000 in attorneys' fees, and \$35,000 in costs.

122. However, Buchalter had not initially included this payment from Gangyou Wang in their invoices.

123. Only after I had informed Buchalter and Tiffany Ng did they produce to me that Gangyou Wang had the above-stated payments listed in paragraph 116. I even had to inform them to put those numbers in an official invoice for Gangyou Wang.

124. Buchalter did **NOT** help me and/or the clients substantively whatsoever after substituting out. Nothing.

125. Buchalter's Dylan Wiseman had threatened, in an uncivil manner, to block me in my initial e-mail communications with him. This is typical of such partners of high-profile law firms to speak in a demeaning fashion such as this.

126. Even with such derogation, I decided to help the clients, Gangyou

1 Wang who had paid them and apparently owes them the numbers listed in
2 paragraph 115.

3 **127.** There are apparently invoices from Haystack ID and RSM pending for
4 the retained experts that Buchalter had retained. It is unclear whether those
5 retained experts were even necessary (not), and whether the invoices they
6 have produced are accurate and truthful as to the gamut of work they claim
7 they did. Since they do not have any engagement letters/retainer letters
8 with me, Buchalter is on the hook for those invoices. Yet, Buchalter has
9 not produced those invoices directly to me, and/or informed me that those
10 invoices were accurate. Thus, I could not include them. However,
11 apparently, there is around \$270,000 from Haystack ID, and
12 approximately, \$6,000 for RSM US. Since Buchalter has not made any
13 attestations to me about any of the above, I have included them in the
14 calculations, but not in the exhibits.

15 **128.** Thus, for the client, the total attorneys' fees and costs sums up to \$4.50
16 million.

17 **129.** This Honorable Court must award costs, because there is objective and
18 subjective bad-faith, precisely, because the immigration sham, and
19 payments from the years December 2013- December 2019 prove joint
20 ownership *prior to* litigation ensuing since July 07, 2020. The Quintara
21 attorneys knew, and/or should have known this. This meets both objective
22
23
24
25
26
27
28

and subjective bad-faith standard for DTSA to award reasonable attorneys' fees and costs.

130. The reasonable hourly for such complex commercial litigation in the Bay Area, specifically, in San Francisco federal court is \$450-\$1000.

131. I have had four clients to deal with, Gangyou Wang (non-English speaker); Alan Li; Ruifeng Biztech, Inc.; and, RF Biotech, LLC.

132. The work was quadrupled for each natural, and/or corporate person.

133. There were voluminous corporate and financial documents to review, study, and examine for Quintara Biosciences, Inc., as well as Ruifeng Biztech, Inc.; and, RF Biotech, LLC. The exact number is over a million pages to review, including depositions and discovery.

134. I had to communicate via Alan Li and the translator to Gangyou Wang.

135. I had to communicate via Alan Li to several employees of the entities.

136. It was difficult to reiterate to non-English speakers, and non-certified translators, such as Alan Li, the legal ramifications, and statements for the parties to understand the focus of this DTSA litigation – not the state-court matter. I had to inform them of the nuanced and niche practice area that the DTSA cases must be litigated.

137. There were hours of pre-trial preparation with each of the clients.

1 **138.** Amidst this, there was communication with opposing counsel and
2 related drama.

3 **139.** There were voluminous discovery and deposition binders that FedEx
4 had to print, and I had to provide them in an organized manner.
5

6 **140.** I also had to collate and organize a plethora of exhibit folders in the
7 Google Drive to FedEx that were also dilatory. I had to call and e-mail
8 them several times to get the accurate documents printed.
9

10 **141.** This is detailed in the **Exhibit A** invoice.

11 **142.** Clients were aware of each and every communication from the court
12 from the outset from me. I made diligent efforts to notice clients, as I notify
13 any and all clients.
14

15 **143.** To clarify, I do reside in Arizona, and I do drive to California for my
16 own reasons. Presently, I'm in California, and will leave shortly.
17

18 **144.** I communicate with clients telephonically, and via e-mail. When I'm in
19 the State of California, I communicate with clients via above-stated
20 method, as well as in-person as stated in **Exhibit A**. In this case, I have
21 hundreds of e-mails to the clients notifying them of each and every
22 notification from the Court, as well as any other person who had contacted
23 me for this above-captioned lawsuit.
24

25 **145.** I have/am litigating over 70-100 cases since I was licensed in the State
26 of California.
27
28

1 **146.** I have had six (6) trials, inclusive, and this was my first jury trial.

2 **147.** I had to prepare the opening and closing statements on my own
3 based on my own preparation. As much as I like having this much control
4 over a case, as a sole proprietor, and the only attorney, with no employee
5 and/or secretary, I had to prepare the materials in this case.

6 **148.** Each document, including the motion for attorneys' fees as well as
7 this declaration were drafted by me. There is no ghost writer.

8 **149.** It took copious amounts of work that were detailed in the invoice of
9 **Exhibit A**, including legal research, legal strategy, case facts, collating
10 exhibits, reviewing trial transcripts, *inter alia*.

11 **150.** Thus, I believe the hourly of \$450 per hour is justified and
12 reasonable given the San Francisco Bay Area, California; Defend Trade
13 Secrets Act (DTSA) litigation; numerous clients in one litigation; federal
14 laws and rules; the high-profile nature of this case; the precedence it will
15 set in DTSA litigation in not to bring improper bad-faith litigation; the
16 penalty nature of protecting proprietary information as valuable; as well as
17 the customary litigation in this practice area. This is reasonable.

18 **151.** This Court has prior awarded in the *Swarmify v. Cloudfare* supra,
19 matter atleast \$9,800 for a three-week period without any prevailing
20 parties, without any objective/subjective bad-faith, and without any trial.
21 There were points in Waymo/Uber case as well to guide the court.

1 **152.** This Court should also adhere to case-law in other jurisdictional circuits,
2 because DTSA is a fairly new area of practice.

3 **153.** Based on this, I request this Honorable Court to award the attorneys'
4 fees and costs, as this Honorable Court deems reasonable, and based on
5 the demonstration of circumstantial evidence of objective and subjective
6 bad-faith by Quintara, and its attorneys.
7

8 **154.** Since the trial court does not need to explain its trial court award, the
9 prevailing parties will accept this Honorable Court's award of reasonable
10 attorneys' fees and costs as justified.
11

12 **155.** I request the Honorable Court to review the exhibits in detail to guide
13 its decision.
14

15 **156.** The Honorable Court was very gracious in the conduct at trial, and I can
16 applaud how the trial was conducted given I have observed some strange
17 conduct by judicial officers at trial.
18

19 ///

20 I declare under penalty of perjury under the laws of the State of California and
21 the United States of America that the above is true and correct. Executed on
22 July 27, 2023.

23 ///

24 **LAW OFFICE OF RESHMA KAMATH**

25 **DATED: July 27, 2023**

26 */s/ Reshma Kamath*

27 Reshma Kamath,
28 Counsel for Defendants RUIFENG BIZTECH
INC.; GANGYOU WANG; ALAN LI; and, RF
BIOTECH LLC

1
2
3
4
5
6 **CERTIFICATE OF SERVICE**

7 F.R.C.P. 5 / C.C.P. § 1013(a)(3), C.C.P. § 1010.6(a)(6) / Cal. R. Ct. R. 2.260.

8 I am employed in, the County of San Mateo, California. I am over the age of 18,
9 and not a party to this action. My business/ mailing address is: 700 El Camino Real, Suite
10 120, #1084, Menlo Park, California 94025, United States; and, e-mail address is
11 reshmakamath2021@gmail.com for electronic-service. On July 27, 2023, I sent the
12 following documents via the below method of service. SEE ATTACHED SERVICE
13 LIST.

14 ///

15 **DECLARATION OF RESHMA KAMATH IN SUPPORT OF THE**
16 **PREVAILING PARTIES' NOTICE OF MOTION AND MOTION/REQUEST**
17 **FOR REASONABLE ATTORNEYS' FEES PURSUANT TO DEFEND TRADE**
18 **SECRETS ACT [DTSA] PURSUANT TO 18 U.S.C. § 1836 ET SEQ.; REQUEST**
19 **FOR COSTS INCURRED UNDER FED. RUL. CIV. PROC. 54 ET SEQ. DURING**
20 **THE COURSE OF DEFEND TRADE SECRETS ACT LITIGATION**

21 ///

22 **EXHIBITS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S;**

23 ///

24 **CERTIFICATE OF SERVICE.**

25 ///

26 Via **ELECTRONIC SERVICE**: In electronically transmitting courtesy copies of
27 the document(s) listed above to the email address(es) of the person(s) set forth on the
28 attached service list per the electronic service agreement between the parties' counsel.
To my knowledge, the transmission was reported as complete and without error. [Notice
of Electronic-Service pursuant to California Code of Civil Procedure § 1010.6.]

///

I declare under penalty of perjury of the laws of the State of California, and the
laws of the United States of America that the foregoing is true and correct. Executed on
July 27, 2023.

Sincerely,

/S/ Reshma Kamath

SERVICE LIST

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